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made for the purpose of enabling the vendee to execute this mortgage, and not for the purpose of uniting the legal and equitable estate so as to give a priority to the liens on the latter. Such a union, whether it be called merger or extinguishment, never takes place against the intention of the parties, where that intention is manifested, and where equity requires that the distinction should be presented.

The mortgagees are therefore entitled to the fund in court.

Decree affirmed.

[NOTE.—The foregoing case was omitted from the reports of the period, and is of sufficient importance to require publication elsewhere. It will be observed that the court seem of the opinion, that in the particular case the mortgagees would have been entitled to claim against the fund for the amount of the purchase money due by the vendee, though this was not necessary to the decision of the case. It is submitted that there is some misapprehension as to this. Certainly the mortgagee of a legal title, who has *no notice* of any equitable estate, may hold his lien to its full extent, though it may exceed the amount of the unpaid purchase money. If this be so, what difference can it make if the mortgage be actually called a purchase money mortgage, unless the mortgagee is aware that the amount secured exceeds the unpaid purchase money. This observation is made because the point seems to have been taken for granted, perhaps by an oversight.—*Eds. Law Register.*]

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### NOTICES OF NEW BOOKS.

ANNUAL DIGEST OF THE LAWS OF PENNSYLVANIA, for each of the years 1854, 1855, 1856, and 1857, namely: From 28th May, 1853, to 28th May, 1858. The whole completing Stroud & Brightly's Purdon's Digest to the present date. By FREDERICK C. BRIGHTLY, Esq., author of the "Law of Costs," "Equity Jurisprudence," "Laws of the United States etc. Philadelphia: Kay & Bro., 19 S. Sixth street, Law Booksellers, Publishers and Importers, 1858.

We have become so accustomed to the use of Mr. Brightly's Digest that we now find it an indispensable companion in our daily labors. Each year brings us its annual contribution, skilfully digested, neatly printed, sufficiently annotated, and in a convenient compass as to bulk. Perhaps nothing more need be said, than that this publication is in all essential particulars like its predecessors. To the profession in this State, an essential work, and to the Bar everywhere eminently useful.